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Attorneys for Defendant
DS WATERS OF AMERICA, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

HECTOR SARINANA, individually and on
behalf of all those similarly situated,

Plaintiff,

v.

DS WATERS OF AMERICA, INC., inclusive,
Defendant.

Case No. CV 13-00905 EMC

**STIPULATED PROTECTIVE ORDER
REGARDING CONFIDENTIAL
INFORMATION**

In order to protect the confidentiality of confidential, proprietary, privileged and/or trade secret information obtained by the parties in connection with this case, Plaintiff Hector Sarinana ("Sarinana" or "Plaintiff") and Defendant DS Waters of America, Inc. ("DSW" or "Defendant") (collectively the "Parties") hereby stipulate that:

1. Discovery may involve disclosure of proprietary or confidential information, and/or trade secrets entitled to confidential treatment. This Protective Order shall govern the production in this action of all documents or other information through formal discovery procedures or through the informal exchange of documents or information, including without limitation, pre-discovery disclosures, documents in written or electronic form produced in response to requests for production of documents, answers to interrogatories, requests for

1 admission, deposition or other oral testimony and disclosures (collectively "Discovery
2 Materials").

3 2. The provisions of this Protective Order shall apply to (i) the parties to this action,
4 including, in the case of parties other than individuals, their officers, directors, partners, in-house
5 counsel and employees, (ii) counsel of record in this action, as well as associates, paralegals,
6 legal assistants, secretarial and clerical employees, including outside copy services, who are
7 assisting counsel in the prosecution and/or defense of this action, and (iii) any other person (or
8 entity) who produces or provides Discovery Materials in this action and who agrees to be bound
9 by the terms of this Protective Order.

10 3. Any party or witness producing Discovery Materials which that party or witness
11 believes in good faith are (i) unavailable to the public and contain confidential or trade secret
12 information the disclosure of which would cause harm to its business operations or privacy
13 interest, or (ii) entitled to protection under Federal Rule of Civil Procedure 26(c), may designate
14 such Discovery Materials as "CONFIDENTIAL."

15 4. A producing party or witness may designate as "CONFIDENTIAL" in whole or
16 in part, any Discovery Materials by so advising all other parties and marking any copies of the
17 document or material provided (in a manner not affecting legibility) with the word
18 "CONFIDENTIAL." Any party or non-party may obtain confidential treatment for Discovery
19 Materials previously produced by any party or non-party without such designation if the party
20 seeking the designation sends written notice of such designation to all other parties or non-parties
21 in possession of such Discovery Materials, and marks and reproduces the Discovery Materials.

22 5. Discovery Materials shall not be disclosed except in accordance with the terms,
23 conditions, and restrictions of this Protective Order. A non-producing party shall not, except by
24 written consent of the producing party or witness, use "CONFIDENTIAL" Discovery Materials
25 for any purpose, including, without limitation, any business or commercial purpose, other than in
26 connection with the prosecution and/or defense of this action.

27 6. A non-producing party shall not, without the consent of the producing party or
28 witness, disclose "CONFIDENTIAL" Discovery Materials to persons other than the following

1 and, as to such persons, disclosure shall be limited to the extent reasonably necessary for the
2 prosecution and/or defense of this action:

3 (a) Counsel of record in this action, as well as associates, paralegals, legal assistants,
4 secretarial and clerical employees, including outside copy services, who are assisting counsel in
5 the prosecution and/or defense of this action;

6 (b) The parties' in-house counsel who are assisting in the prosecution and/or defense
7 of this action;

8 (c) The named parties in this action and employees, officers, and directors of named
9 parties;

10 (d) Any expert retained or consulted in connection with the prosecution and/or
11 defense of this action;

12 (e) Any non-party deponents or witnesses at depositions or hearings, as reasonably
13 necessary to give their testimony;

14 (f) Court reporters and stenographers; and

15 (g) The Court and any persons employed in the Court whose duties require access to
16 "CONFIDENTIAL" Discovery Materials.

17 7. Whenever possible, the lawyer defending a deposition or other oral testimony
18 involving "CONFIDENTIAL" Discovery Materials shall affirmatively designate that testimony
19 with the appropriate category of designation on the record. A party or the witness may also
20 make such a designation after transcription by giving written notice identifying the information
21 to be so designated by page and line number(s) to counsel of record within sixty (60) days from
22 the date they receive a copy of the transcript.

23 8. Any party may object to the designation of particular Discovery Materials as
24 "CONFIDENTIAL" by giving written notice to the party or witness making the designation and
25 to all other parties. Such notice shall identify with reasonable specificity the Discovery
26 Materials to which the objection is directed and the basis for the objection. The parties shall
27 attempt to resolve any such dispute by meeting and conferring. In the event the dispute cannot
28 be resolved, it shall be the obligation of the party objecting to the designation to file an

1 appropriate motion requesting a ruling by the Court that the disputed Discovery Materials not be
2 designated "CONFIDENTIAL." The motion must be brought under regular and proper notice
3 and must be heard by the last date to hear all discovery motions prior to trial. The disputed
4 Discovery Materials shall continue to be treated as "CONFIDENTIAL" pending a ruling from
5 the Court.

6 9. If any non-designating party intends to file or lodge with any court or adjudicative
7 body any document designated as "CONFIDENTIAL" or any document containing information
8 from Discovery Materials bearing such a designation, pursuant to this Order, Local Rule 79-5
9 shall apply.

10 10. Within sixty (60) days of the conclusion of this action, all "CONFIDENTIAL"
11 Discovery Materials, including any summaries and copies thereof, shall be returned to the
12 producing or providing party or witness to be destroyed upon written request of the producing
13 party.

14 11. This Protective Order may be modified by written stipulation signed by the parties
15 or counsel or by order of the Court. Nothing in this Protective Order shall prohibit a party from
16 seeking or receiving further protection of confidential information by stipulation, by application
17 to the Court upon notice, or upon other order of the Court, or from seeking other or additional
18 protective orders.

19 12. Neither the taking of any action in accordance with the provisions of this
20 Protective Order, nor the failure to object hereto, shall be construed as a waiver of any claim or
21 defense in this action. This Protective Order shall not be construed as a waiver of any right to
22 object to the furnishing of information in response to discovery and, except as expressly
23 provided, shall not relieve any party or witness of the obligation to produce information sought
24 in the course of discovery. The production or provision of Discovery Materials subject to this
25 Protective Order shall not constitute an admission as to the admissibility at trial of any Discovery
26 Material.

27 13. The Court may impose any sanction for violations of this Protective Order which
28 it is empowered to impose for violations of its orders generally.

1 *Sept.*
2 Dated: ~~August~~ 5, 2013

Respectfully submitted,

SEYFARTH SHAW LLP

By 

Eric E. Hill

Attorneys for Defendant
DS Waters of America, Inc.

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7 *September 3*
8 Dated: ~~August~~ 3, 2013

WYNNE LAW FIRM

By 

Edward J. Wynne

Attorneys for Plaintiff
Hector Sarinana

ORDER

GOOD CAUSE APPEARING, it is hereby ORDERED that all parties to this action and their counsel comply with the provisions of the Parties' Stipulated Protective Order Regarding Confidential Information.

IT IS SO ORDERED.

Dated: 1/6/14 _____

